

REMARKS

This responds to the Office Action mailed on July 15, 2005, and the references cited therewith.

No claims are amended, cancelled, or added; as a result, claims 1-20 remain pending in this application.

§103 Rejection of the Claims

Claims 1-8, 10-18 and 20 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Tavor et al. (U.S. 6,553,347) in view of D'Alessandro (U.S. 6,556,974).

Applicant again points out that neither reference presented anticipates the claimed element of managing a dispute about a pre-existing agreement. Negotiating terms of a sale as is disclosed in Tavor clearly does not relate to resolving a pre-existing agreement, but is an attempt to establish an agreement between parties.

Tavor discusses an automatic virtual negotiation system in which price, terms of sale, and other criteria are considered in negotiating a potential purchase of a product. The claims and specification of Tavor address various functions such as setting an offer price, agreeing to purchase at an offered price, offering a discount incentive, and other such elements of pre-purchase negotiation.

The Office Action fails to allege with any specificity that Tavor anticipates a pre-existing agreement, but simply broadly states that Tavor contemplates pre-existing agreements and related elements while citing text relating to discussing terms of a sale. Inspection of Tavor indicates that it fails to consider managing or resolving a dispute regarding a preexisting agreement, and fails to discuss receiving information from parties to a dispute regarding a pre-existing agreement. Tavor further fails to consider iteratively providing portions of information supplied after a start of a dispute where the dispute is about a pre-existing agreement, but considers only pre-sale price negotiation in the absence of a preexisting agreement or dispute regarding the preexisting agreement.

D'Alessandro discusses a different technology involving collecting data to provide an assessment of an organization's performance. More specifically, the answers to survey questions

are gathered to evaluate a plurality of predetermined criteria relating to performance of an organization (*see, e.g.*, col. 2, ln. 65-67).

D'Alessandro fails to discuss managing or resolving a dispute, including those regarding a preexisting agreement. It further also fails to discuss receiving information from parties to a dispute regarding a preexisting agreement, but contemplates only collecting survey data regarding an organization's performance. D'Alessandro further fails to consider iteratively providing portions of information supplied after a start of a dispute where the dispute is about a pre-existing agreement, as is recited in the pending claims.

To sustain a valid 35 U.S.C. §103 rejection, the references when combined must teach or suggest all the claim elements. M.P.E.P. § 2142 (citing *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed.Cir. 1991)). Here, neither reference discusses resolution of a dispute regarding a preexisting arrangement. Further, neither reference discusses receiving information from parties to a dispute regarding a preexisting agreement, or iteratively providing portions of information supplied after a start of a dispute where the dispute is about a pre-existing agreement, as are recited in the pending claims. Because the references when combined fail to teach most elements of the pending claims, the claims are believed to be in condition for allowance.

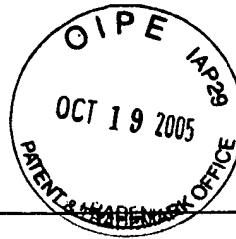
Further, combination of the two cited references is improper, as they use very different methods to achieve very different purposes, and each fails to consider combination with the other as is required to sustain a 35 U.S.C. §103 rejection (*In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991); MPEP § 2143. The Examiner must avoid hindsight. *In re Bond*, 910 F.2d 831, 834, 15 USPQ2d 1566, 1568 (Fed. Cir. 1990)). Further, even if the references were properly combinable, the fact that references can be combined or modified does not render the resultant combination obvious unless the prior art also suggests the desirability of the combination. *In re Mills*, 916 F.2d 680, 16 USPQ2d 1430 (Fed. Cir. 1990); MPEP § 2143.01.

Because the cited references fail to consider most elements of the pending claims, and because the references are not properly combinable to anticipate the present invention, the pending claims are believed to be in condition for allowance. Reexamination and allowance of claims 1-20 is therefore respectfully requested.

Allowable Subject Matter

Claims 9 and 19 were objected to as being dependent upon a rejected base claim, but were indicated to be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

Because the pending claims have been clearly shown to be allowable over the cited art, these claims are not amended but are in condition for allowance as dependent on allowable base claims.



CONCLUSION

Applicant respectfully submits that the claims are in condition for allowance, and notification to that effect is earnestly requested. The Examiner is invited to telephone Applicant's attorney at (612) 349-9581 to facilitate prosecution of this application.

If necessary, please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

Respectfully submitted,

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By their Representatives,

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CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail, in an envelope addressed to: Mail Stop Amendment, Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on this 17 day of October, 2005.

Peter R. McGowan
Name

Pete Paul
Signature